

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Richard Boyhan 954-797-1008

PREPARED BY: Richard Boyhan, Provisional Director of IT

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM AGREEMENT WITH BELLSOUTH FOR THE PURCHASE OF THE PRIMARY RATE INTERFACE COMMUNICATIONS SERVICES FOR A PERIOD OF 37 MONTHS. (\$4,113.25/Month)

REPORT IN BRIEF: As part of the “SMARTRing” infrastructure the existing Primary Rate ISDN (PRI) for voice and data contract will expire this January 1st 2009. BellSouth has agreed to extend our current contract and keep our current pricing the same for a period of 37 months. This contract period ends at the same time as Town's other contract with BellSouth as part of its SMARTRing voice and data infrastructure.

The Town currently utilizes communication lines provided by BellSouth. Bellsouth is a single source provider of the “SMARTRing” by means of tariff regulations.

PREVIOUS ACTIONS: Approved by Resolution R- 2006-283, R-2006-284, & R-2006-285

CONCURRENCES: The Town Attorney has reviewed the addendum and agrees with its form and correctness.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$4,113.25 Monthly

Account Name: Communications Accounts ending in 4101

What account will funds be appropriated from: All departments
Communications Accounts

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): BellSouth Contract Service Arrangement Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM AGREEMENT WITH BELL SOUTH FOR THE PURCHASE OF THE PRIMARY RATE INTERFACE COMMUNICATIONS SERVICES FOR A PERIOD OF 37 MONTHS.

WHEREAS, the Town currently has BellSouth as the provider of network communications and telephone communications to all the Town's facilities; and

WHEREAS, BellSouth is the single source provider of the Primary Rate Interface communications services; and

WHEREAS, the Town is in need of redundant communications between essential facilities during emergency operations and everyday communications; and

WHEREAS, BellSouth agrees to extend our current contract and keep our current pricing the same for a period of 37 months; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor to execute an addendum to the BellSouth Contract Service Agreement.

SECTION 2. The Town Council hereby authorizes the expenditure from the appropriate departmental operating accounts.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ ,
2008

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008



Contract Service Arrangement Agreement

Case Number FL08-B827-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc. d/b/a AT&T Florida, ("Company") and Town of Davie ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL06-5958-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 12/31/2008.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Contract Service Arrangement Agreement

Case Number FL08-B827-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Town of Davie

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc. d/b/a AT&T Florida

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Contract Service Arrangement Agreement

Case Number FL08-B827-00
Option 1 of 1

Service description:

This Addendum Agreement provides an extension of the Customer's existing BellSouth® Primary Rate ISDN - Voice/Data (Standard) (minimum number of B-Channels per PRI required) with Extended Local Calling Plan.

This Addendum Agreement provides for a thirty-seven (37) month service period from the Company date of acceptance of this Addendum Agreement.

All terms and conditions of Contract Service Arrangement Agreement FL06-5958-01 apply to this Addendum Agreement unless modified herein.



Contract Service Arrangement Agreement

Case Number FL08-B827-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing Rate Elements.	\$.00	\$.00	



Contract Service Arrangement Agreement

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RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement FL06-5958-01 is modified as follows:

Item 8 is changed to:

8. Nonrecurring charges associated with this Agreement shall not apply. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

PRI Access Line	1LD1E	\$875.00 each
PRI Interface, Voice/Data (Standard)	PR71V	\$110.00 each
PRI B-Channels, Voice/Data (Standard)	PR7BV	\$ 5.00 each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$423.00 in addition to applicable termination liability charges.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

